

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
CURTIS C. CAIN,)	Bankr. Case No.: 19-13218-BFK
)	
Debtor.)	Chapter 7
_____)	
)	
CURTIS C. CAIN,)	Adv. Proc. No.: 20-01075-BFK
)	
Plaintiff,)	
v.)	
)	
NAVIENT SOLUTIONS, LLC,)	
NAVIENT PRIVATE LOAN TRUST,)	
NAVIENT CREDIT FINANCE CORP.,)	
AMERICAN EDUCATION SERVICES,)	
TURNSTILE CAPITAL MANAGEMENT, LLC,)	
JPMORGAN CHASE BANK, N.A.)	
HUNTINGTON BANCSHARES INC. and)	
THE HUNTINGTON NATIONAL BANK,)	
)	
Defendants.)	
_____)	

**NOTICE OF MOTION TO APPROVE STIPULATION IN SETTLEMENT OF
ADVERSARY COMPLAINT BETWEEN PLAINTIFF AND
NAVIENT SOLUTIONS, LLC**

Defendant, Navient Solutions, LLC (“Navient”), by and through its undersigned counsel, has filed a Motion to Approve the Stipulation in Settlement of Adversary Complaint between Navient and the Plaintiff, Curtis C. Cain, and seeks approval of the Stipulation by the Court.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not wish the Court to grant the relief sought in the motion, or if you want the Court to consider your views on the motion, then **on or before June 29, 2021**, you or your attorney must:

File with the Court, at the address shown below, a written response with supporting memorandum as required by Local Bankruptcy Rule 9013-1(H). **Unless a written response is filed and served by the date specified, the Court may deem any opposition waived, treat the motion as conceded, and issue an order granting the requested relief without further notice or hearing.** If you mail your response to the court for filing, you must mail it early enough so the Court will **receive** it on or before the date stated above. You must **also** mail a copy to the persons listed below.

Johnie R. Muncy
Samuel L. White PC
1804 Staples Mill Rd
Ste 200
Richmond, VA 23230
804-290-4290
Fax : 804-290-4298
Email: jmuncy@siwpc.com
Attorneys for Navient Solutions, LLC

You must **also** attend the hearing scheduled to be held on **July 6, 2021 at 9:30 AM in Courtroom I**, United States Bankruptcy Court, Eastern District of Virginia, Alexandria Division, 200 South Washington Street, Alexandria, Virginia 22314.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Respectfully submitted,

/s/ Johnie R. Muncy
Johnie R. Muncy
Samuel L. White PC
1804 Staples Mill Rd
Ste 200
Richmond, VA 23230
804-290-4290
Fax : 804-290-4298
Email: jmuncy@siwpc.com
Attorneys for Navient Solutions, LLC

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JPMORGAN CHASE BANK, N.A.)	
HUNTINGTON BANCSHARES INC. and)	
THE HUNTINGTON NATIONAL BANK,)	
)	
Defendants.)	
)	

**MOTION TO APPROVE STIPULATION IN SETTLEMENT OF ADVERSARY
COMPLAINT BETWEEN PLAINTIFF AND NAVIENT SOLUTIONS, LLC**

Now Comes the Defendant, Navient Solutions, LLC (“Navient”), on behalf of itself and named Defendants Navient Private Loan Trust and Navient Credit Finance Corp., by and through its undersigned counsel, and respectfully request that the Court enter an order pursuant to 11 U.S.C. §105 and Fed. R. Bankr. P. 9019 approving the Stipulation in Settlement of Adversary Complaint between Plaintiff, Curtis C. Cain, and Navient, filed on June 9, 2021 in the above-referenced adversary proceeding and as described below. In support of this Motion, Navient state as follows:

1. The Plaintiff is indebted to Navient pursuant to the applicable terms of fifteen (15) educational loan Promissory Notes (“Promissory Notes”), executed by the Plaintiff to obtain

educational loans (“Student Loans”), with approximate balances, as of the date of the filing of this adversary proceeding, as follows:

- a. one (1) educational loan initially disbursed on or about September 18, 2006, with a balance, including principal and interest, totaling \$16,515.09;
- b. one (1) educational loan initially disbursed on or about December 19, 2006, with a balance, including principal and interest, totaling \$22,422.68;
- c. one (1) educational loan initially disbursed on or about December 22, 2006, with a balance, including principal and interest, totaling \$13,947.86;
- d. one (1) educational loan initially disbursed on or about January 16, 2007, with a balance, including principal and interest, totaling \$19,582.69;
- e. one (1) educational loan initially disbursed on or about March 20, 2007, with a balance, including principal and interest, totaling \$16,303.66;
- f. one (1) educational loan initially disbursed on or about May 8, 2007, with a balance, including principal and interest, totaling \$11,337.77;
- g. one (1) educational loan initially disbursed on or about May 9, 2007, with a balance, including principal and interest, totaling \$4,486.06;
- h. one (1) educational loan initially disbursed on or about July 11, 2007, with a balance, including principal and interest, totaling \$25,550.09;
- i. one (1) educational loan initially disbursed on or about October 1, 2007, with a balance, including principal and interest, totaling \$40,702.36;
- j. one (1) educational loan initially disbursed on or about December 31, 2007, with a balance, including principal and interest, totaling \$5,719.31;
- k. one (1) educational loan initially disbursed on or about February 11, 2008, with a balance, including principal and interest, totaling \$7,512.91;
- l. one (1) educational loan initially disbursed on or about April 10, 2008, with a balance, including principal and interest, totaling \$19,553.55;
- m. one (1) educational loan initially disbursed on or about April 25, 2008, with a balance, including principal and interest, totaling \$8,940.80;
- n. one (1) educational loan initially disbursed on or about July 23, 2008, with a balance, including principal and interest, totaling \$15,938.38; and
- o. one (1) educational loan initially disbursed on or about October 7, 2008, with a balance, including principal and interest, totaling \$10,000.90.

2. As of the date of the filing of this adversary proceeding, there was a balance due and owing under the Promissory Notes, including principal and interest, in the aggregate amount of approximately \$238,514.11 (“Outstanding Balance”), with variable interest rates, and with interest accruing thereafter pursuant to the Promissory Notes. Of this amount, the Plaintiff is indebted to Navient as the student borrower on the loans referenced in paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), 1(f), 1(g), 1(h), 1(i), 1(j), 1(l), 1(m), 1(n), and 1(o) above (“Student Borrower Loans”), in the aggregate amount of approximately \$231,001.20 (“Student Borrower Balance”). The Plaintiff is indebted to Navient as a co-borrower on the educational loan referenced in paragraph 1(k) above (“Co-Borrower Loan”), in the approximate amount of \$7,512.91 (“Co-Borrower Balance”).

3. The Outstanding Balance is currently due and owing on the Promissory Notes and the Student Loans evidenced by the Promissory Notes are non-dischargeable educational loans, pursuant to 11 U.S.C. §523(a)(8).

4. For so long as the Plaintiff does not default under this Stipulation, the Student Borrower Balance on the Student Borrower Loans shall be reduced to \$75,000.00 (“Reduced Balance”), and the variable interest rates shall be reduced to a fixed rate of 1% (“Reduced Interest”), and the Plaintiff shall repay the Reduced Balance at the Reduced Interest rate as follows: \$241.23 per month for a period of three hundred and sixty (360) consecutive months. The first monthly payment is due to be received by Navient on or before July 18, 2021, with subsequent payments to be received on or before the eighteenth (18th) day of each month thereafter.

5. The parties agree that the Plaintiff’s liability on the debt due Navient, arising from the Co-Borrower Loan only, identified in paragraph 1(k) above, shall be considered included within the general discharge entered in the Plaintiff’s main bankruptcy case on December 8, 2020.

6. All payments pursuant to this Stipulation shall note the Plaintiff's ten-digit account number, *****4060 (redacted here for privacy reasons) on the payment, and shall be mailed to, "Navient Solutions, LLC, P.O. Box 9000, Wilkes-Barre, PA 18773-9000," or to any other address provided to the Plaintiff by Navient in writing.

7. The following shall be considered Events of Default under the Stipulation: (a) the Plaintiff shall fail to make any payment due within thirty (30) days of the due date without securing Navient's agreement to a forbearance of such payment(s); or (b) the Plaintiff commences any further legal proceedings against Navient, its predecessors, successors or assigns, seeking to discharge debt.

8. Upon the occurrence of an Event of Default under the Stipulation, pursuant to Paragraph 10 of the Stipulation, any forgiveness of the principal and interest on the Student Borrower Loans revoked, and the Plaintiff will be liable for the full amount of the Student Borrower Balance, as referenced in paragraph 2 above, plus interest pursuant to the applicable terms of the Promissory Notes for the Plaintiff's Student Loans (less any payments made hereunder which, following default shall be applied first to interest that would have accrued had this Stipulation not been in effect, and then to principal).

9. There is no penalty for prepayment under the Stipulation, but any prepayment, unless it is payment in full, does not relieve the Plaintiff of the obligation to make ongoing monthly payments.

10. In the event the Plaintiff, pursuant to applicable Navient policy and the terms of the Promissory Notes, qualifies for, or the parties agree to, any deferment or forbearance of payment obligations, after the Stipulation is approved, interest will continue to accrue during the time of any such deferment or forbearance, at the interest rate(s) stated therein, so that the total amount to be repaid, and the monthly payments required, may increase from that stated therein.

11. Should any issues arise, related to billing or repayment of the loans subject to the Stipulation, wherein the Plaintiff believes that billing or collection efforts related to the loans subject to the Stipulation are not in accordance with the Stipulation, the Plaintiff has agreed that such issues should be directed to a Supervisor or Manager in Navient's Bankruptcy Litigation Unit, who may be reached at 1-800-251-4127, or to any other telephone number provided by Navient in writing, or in response to a specific borrower inquiry. The parties to the Stipulation understand that any such communications, if not directed as specified in this Paragraph, may not be addressed in a timely manner, or in a manner specifically in accordance with the Stipulation.

12. Except as provided in the Stipulation, all other terms of the Promissory Notes remain in effect and are incorporated by reference.

13. Any amendment, modification, or waiver of any term or condition of the Stipulation must be made in writing and signed by all parties hereto.

14. Upon approval of the Stipulation, the Plaintiff and Navient have agreed to the dismissal of the instant adversary proceeding, subject to the terms of the Stipulation.

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WHEREFORE, Navient requests this Court to approve the proposed Stipulation in Settlement of Adversary Complaint and enter the proposed Order.

Respectfully submitted,

/s/ Johnie R. Muncy

Johnie R. Muncy
Samuel L. White PC
1804 Staples Mill Rd
Ste 200
Richmond, VA 23230
804-290-4290
Fax : 804-290-4298
Email: jmuncy@siwpc.com
Attorneys for Navient Solutions, LLC

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I am more than 18 years of age and not a party to the matter concerning which service was accomplished. I further certify that on the 9th day of June, 2021, a copy of Navient's Motion to Approve Stipulation in Settlement of Adversary Complaint Between Plaintiff and Navient Solutions, LLC was served by mail or electronically pursuant to this Court's CM/ECF procedures, upon the following persons:

Scott Emerson Brannan
ARM Lawyers
115 East Broad Street
Bethlehem, PA 18018
610-297-0592
Email: scott@armlawyers.com
Attorneys for Plaintiff
Via ECF

Michael Jacob Owen Sandler
Fisher-Sandler, LLC
12801 Darby Brooke Court
Suite 201
Woodbridge, VA 22192
Attorneys for Plaintiff
Via ECF